

JULY 1, 2006 - JUNE 30, 2007

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF PROVIDENCE

AND

**PROVIDENCE LODGE #3,
FRATERNAL ORDER OF POLICE**

be entitled to all of the foregoing benefits set forth in this article. Any work days spent in the Stress Unit shall be charged to the member's sick leave.

The Stress Unit shall be staffed by three (3) members of the bargaining unit on a part-time basis.

Section 9 - PHYSICAL FITNESS PROGRAM

All members of the bargaining unit during the term of this Agreement shall achieve and maintain a level of physical fitness as his or her age and the nature of his or her duties require.

All members of the bargaining unit who are currently not in compliance with the above standard of fitness, shall be required to embark on a program of physical fitness so as to achieve the standards. Said members of the bargaining unit shall have reasonable time to attain said standards.

Section 10 - LIGHT DUTY

A. Establishment

There shall be established a maximum of ten (10) light duty positions, which shall not affect the minimum manning staffing levels of the Department. It is neither the City's nor the Department's intent in the establishment of light duty positions to create full time permanent jobs for members injured on duty. These positions shall be filled by members where it has been determined, pursuant to Sections 2(D) and 2(E) of this Article, that said member is medically certified to be capable of light duty and is expected to fully recover and return to his/her full police duties or other normal duties, subject to the provisions of the collective bargaining agreement. Nothing contained herein shall be construed to entitle any member to a light duty assignment or a specific light duty task.

B. Type of Work

The ten (10) light duty positions established in Subsection (A) above shall be utilized in the:

- Radio Room,
- Municipal Court,
- Property/Evidence Room of the Police Department,
- Computer Room of the Police Department,
- Human Resources Offices of the Police Department,
- Administrative Offices of the Police Department,
- Police Academy,
- Armory, or
- in another position within the Police Department mutually agreed upon by the Chief of Police and the President of the Union.

Each such light duty position offered by the Department shall not be inconsistent with the recommendations of the member's treating physician, the Department's physician, or the neutral physician, under Sections 2(D) and 2(E) of this Article, where appropriate, regarding the eligibility for light duty.

C. Hours of Work

The light duty work shall be performed on a five (5) day, seven (7) hour per day basis, Monday through Friday, during the normal business hours of 8:00 A.M. to 3:30 P.M., including a one half ($\frac{1}{2}$) hour lunch break. The member shall receive as a salary no more or less than the rate of pay he/she received prior to going on IOD status, unless said member is entitled to a promotion while on IOD status, in which case said member shall receive upon promotion the new, increased rate of pay. The City shall grant time off for any and all necessary appointments and treatments, and such time off shall not be considered to have occurred on the member's day off.

D. On The Job Injuries

Light duty shall be first assigned to members who are disabled as a result of an on the job injury. Members with on the job injuries, who are medically certified, in accordance with Sections 2(D) and 2(E) of this Article, to be capable of light duty, will accept a light duty assignment if one is available.

Furthermore, light duty shall be assigned on a seniority basis so that the most junior eligible member shall be first assigned to light duty. Notwithstanding, if a senior member is currently assigned to light duty, he/she shall not be removed from said assignment if a junior member becomes eligible for light duty thereafter.

E. Non-Job Related Injuries

Light duty shall secondly be offered to members who are disabled from performing duties as a police officer as a result of non-job related injuries. Members with non-job related injuries who are medically certified to be capable of light duty will be assigned to take a light duty assignment if one is available. The Department may bump a police officer with a non-job related injury from a light duty position in order to fill that assignment with a police officer who is capable of light duty work and who is on IOD status pursuant to Sections 2(D) and 2(E) of this Article.

F. Length of Light Duty Assignment

A member shall not be assigned to light duty for a period of longer than twelve (12) months commencing on the date of his/her assignment to light duty unless otherwise agreed by the President or Vice President of the Union. A member shall not be assigned to light duty during the first ninety (90) calendar days following the date of his/her injury, and all the time periods for assignment to light duty shall follow this initial ninety (90) day calendar period. Notwithstanding the above ninety (90) day period, if a member's treating physician or the neutral physician finds that the member is able to

work light duty sooner than the expiration of the ninety (90) day period, the Department may assign light duty to said member.

Section 11 - MATERNITY LEAVE

The City shall provide for "Maternity Leave" as follows: Upon notification in writing by a medical doctor of the member's pregnancy, the member may temporarily transfer to the Human Resources Bureau. The member at her discretion may then work the normal hours worked in the Human Resources Bureau; shall receive as a salary the rate of pay she received prior to going on Maternity Leave, unless said member is entitled to a promotion while on Maternity Leave, in which case said member shall receive upon promotion the new, increased rate of pay; and shall be allowed to accrue "comp days" at a rate of one (1) day per week. Said "comp time" shall be used for the purpose of Maternity Leave to attend to the birth of the child. "Comp time" shall be used before any other form of leave as provided for in the collective bargaining agreement, and any "comp time" not used prior to the termination of Maternity Leave shall be lost. Upon termination of Maternity Leave the member shall be returned to her original assignment.

ARTICLE XI

Section 1 - FAMILY AND MEDICAL LEAVE ACT

This Article is intended to supplement and not supersede the policies and provisions set forth elsewhere in this Agreement. Any discrepancies between the policies and provisions of this Article and any other policy or provision of this Agreement shall be resolved in accordance with and in favor of those policies and provisions set forth elsewhere in the Agreement. Furthermore, nothing contained in this Article is intended to replace, supersede, or supplant the IOD policies set forth in Article X of this Agreement.